

IN THE DISTRICT COURT OF WAGONER COUNTY
STATE OF OKLAHOMA

GEORGE COLLINS and
ALRIKA COLLINS,

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v.
STATE FARM FIRE AND CASUALTY
COMPANY,
Defendant.

WAGONER COUNTY, OKLAHOMA
FILED
IN DISTRICT COURT

NOV 14 2022

JAMES E. HIGHT
COURT CLERK

Case No. CJ-2022-5
Judge Douglas Kirkley

AMENDED PETITION

Plaintiffs, George Collins and Alrika Collins, file this Amended Petition to clarify the damages sought in this action. For their cause of action against Defendant, they allege and state:

1. Plaintiffs insured their home under a policy of insurance with State Farm, policy number 36-B3-L971-9.
2. Defendant State Farm is licensed and does business in Oklahoma as a property and casualty insurer.
3. On or about January 11, 2021, the Plaintiffs' home sustained damage in a covered loss due to a severe fire.
4. The acts and occurrences that are the subject of this lawsuit occurred within Oklahoma and occurred within Wagoner County, Oklahoma. So, jurisdiction and venue are proper in Wagoner County, Oklahoma.
5. State Farm breached the insurance policy by wrongfully denying coverage and failing and refusing to pay the proper amounts due under the policy for the covered damage to the Plaintiffs' home.



6. In its handling of Plaintiffs' claims, Defendant breached the insurance contract and the implied covenant of good faith and fair dealing, as a matter of standard business practice, in these respects:

- a. failing and refusing payment and other policy benefits for the covered damage to Plaintiffs' home when Defendant knew that Plaintiffs were entitled to those benefits;
- b. failing to properly investigate Plaintiffs' claim and to obtain more information both with the original refusal and following the receipt of more information after re-inspection of the home at the request of Plaintiffs' representatives;
- c. refusing to honor Plaintiffs' claims sometimes for reasons contrary to the express provisions of the policy and/or Oklahoma law;
- d. refusing to honor Plaintiffs' claim sometimes by applying restrictions not in the policy;
- e. refusing to honor Plaintiffs' claim sometimes by knowingly misconstruing and misapplying provisions of the policy;
- f. failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claim arising under these policies, to include Plaintiffs' claim;
- g. not attempting in good faith to effectuate a prompt, fair and equitable settlement of Plaintiffs' claim once liability had become reasonably clear;
- h. forcing Plaintiff, under its standard claims practice, to retain counsel to secure benefits Defendant knew were payable;
- i. failing to properly evaluate any investigation performed;

j. failing and refusing to properly investigate and consider the insurance coverage Defendant's agent promised to its insured;

k. forcing the insured to hire an attorney to obtain proper payment of property claims;

l. delaying payment of certain benefits; and

m. refusing to consider the reasonable expectations of the insured and beneficiaries; all in violation of the covenant of good faith and fair dealing and resulting in financial benefit to Defendant.

7. Defendant acted unreasonably and in bad faith in delaying, denying, and underpaying Plaintiffs' claims.

8. Defendant recklessly disregarded and/or intentionally and with malice breached its duty to deal fairly and act in good faith entitling Plaintiffs to recover punitive damages.

9. Plaintiffs seek damages exceeding \$75,000.

WHEREFORE, Plaintiffs pray for judgment against Defendant, State Farm Fire and Casualty Company, both for compensatory damages and punitive damages, with interest and costs, for a reasonable attorney fee, and for such other relief as may be appropriate.

Respectfully Submitted,


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CERTIFICATE OF MAILING

This is to certify that a true and correct copy of the foregoing instrument was:

() Mailed via U.S. Mail;
() Certified, with return receipt requested;
() Hand delivered;
() Transmitted via facsimile;
() E-mail;

this 3 day of November, 2022, to the following:

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